

Appendix A - SPECIAL TERMS AND CONDITIONS – RESPONSIBILITIES (rev. 04-28-05)

1. CONTRACTOR RESPONSIBILITIES

- 1.1 The prime contractor will be responsible for contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the bidder must clearly explain their participation and obligations.

2. STATE/ AGENCY RESPONSIBILITIES RELATED TO AFFIRMATIVE OUTREACH

- 2.1 **AFFIRMATIVE STEPS:** The Department of Energy (USDOE), through the Weatherization Assistance Program, requires outreach to ensure that 'small and minority firms, and women's business enterprises' have the opportunity to bid on weatherization-related service contracts. The following 'Affirmative Steps' are required of Agencies, contractors and their sub-contractors in the procurement of services through competitive bidding [10 CFR 600, Subpart C, 600.236(e)(2)(i)]:

“(2) Affirmative steps shall include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (v) Using the services and assistance of the Small Business Administration, and the Minority

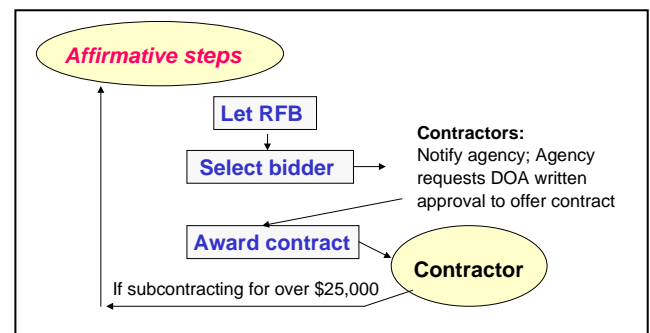
Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.”

- 2.2 **SOLICITATION LIST:** Upon request, Agencies will provide contractors with a solicitation list to use for affirmative outreach. Contractors are encouraged to add to this list if they are aware of firms that fall into these three groups. Definitions of these groups are provided in 3.5 of this Appendix. Note that documentation of affirmative outreach efforts is included in the record retention requirement (Appendix C - Supplemental Terms and Conditions, number 5.0).

3. AGENCY RESPONSIBILITIES RELATED TO

Chart A.1 – Affirmative steps



MINORITY PARTICIPATION GOALS

- 3.1 The State and the Agency are committed to the promotion and hiring of minority businesses. Therefore, dollars spent through the weatherization program on procurement of weatherization services, are subject to a goal of awarding at least 5% of the award amount of this request for bid/proposal to such enterprises.

The Agency will work with contractors on a case-by-case basis to identify a participation goal. The awarded contractor is strongly urged to use due diligence to further this policy by awarding sub-contracts to minority-owned business enterprises, or by using such enterprises to provide goods and

services incidental to this requested service or contract.

3.2 ANNUAL REPORTS are required of the Agency and may be required of the contractor. The Agency reports annually to the State their efforts and achievements toward the 5% goal through subcontracts and/or the utilization of such enterprises to provide goods and services incidental to this requested service or contract.

3.3 MBE CERTIFIED BUSINESSES COUNT TOWARD THE AGENCY GOAL:

Eligible minority-owned business enterprises must be certified by the Wisconsin Department of Commerce, Bureau of Minority Development in order to have the maximum opportunity to participate in the performance of such contracts. A database of certified minority businesses, as well as the services and commodities they provide, is maintained by the Wisconsin Department of Commerce at <http://apps.commerce.state.wi.us/servlet/MinorityBusiness?f=c>.

3.4 Definitions for groups identified for outreach. Note that the participation goal is measured ONLY for minorities; outreach is for all three groups:

3.4.1 “Small business” means a business which has had less than \$1.5 million in gross annual sales in the most recent calendar or fiscal year. Wis. Stats. 16.75(4)

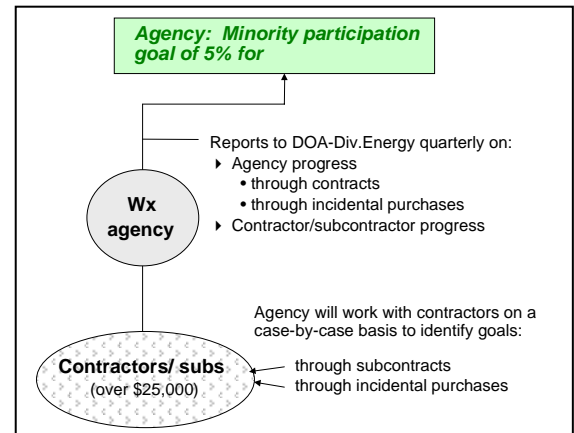
3.4.2 Women’s business enterprises: “Female owned business” means a business that is at least 51% owned controlled and actively managed by a woman or women. Wis. Adm. Code ILHR 830.02(14)

3.4.3 Minority firms/businesses/enterprises: “Minority business enterprise” is a business certified by the Department of Development under s. 560.036(2).

“Minority group member” means any of the following: Black American,

Hispanic American, American Indian, Eskimo, Aleut, native Hawaiian, American Asian-Indian, and an American of Asian-Pacific origin. Wis. Stats. 16.75(3m).

Chart A.2 – Minority participation



**Appendix B – State of Wisconsin STANDARD
TERMS AND CONDITIONS** (rev. 04-28-05)

1.0 SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The Agency shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.

2.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such a statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.

3.0 QUALITY: Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the Agency.

4.0 QUANTITIES: The quantities shown on this request are based on estimated needs. The Agency reserves the right to increase or decrease quantities to meet actual needs.

5.0 DELIVERY: Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

6.0 PRICING AND DISCOUNT: The Agency may qualify for government discounts. Unit prices shall reflect these discounts.

6.1 Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.

6.2 Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject

to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the Agency in thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industry wide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.

6.3 In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).

7.0 UNFAIR SALES ACT: Prices quoted to the Agency are not governed by the Unfair Sales Act.

8.0 ACCEPTANCE-REJECTION: The Agency reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the Agency and State of Wisconsin.

Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.

9.0 METHOD OF AWARD: Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.

10.0 ORDERING: Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized representative of the Agency. No other purchase orders are authorized.

11.0 PAYMENT TERMS AND INVOICING: The Agency normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions

contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

12.0 GUARANTEED DELIVERY: Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

13.0 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

14.0 APPLICABLE LAW: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The Agency or State of Wisconsin reserves the right to cancel any contract with a federally debarred contractor or a contractor which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

15.0 ANTITRUST ASSIGNMENT: The contractor and the Agency recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Agency (purchaser). Therefore, the contractor hereby assigns to the Agency any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

16.0 ASSIGNMENT: No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the Agency.

17.0 NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance

of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

17.1 Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor to the state. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the state for approval. Upon award of the contract, the Agency will provide Contractor contact information to the state for the purpose of complying with this requirement. Questions regarding this requirement may be directed to Diana Zitlow at 608-267-2525. Information is also available on the state's VendorNet System website: <http://vendornet.state.wi.us/vendornet/contract/com.asp>.

17.2 The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the state that sets forth the provisions of Wisconsin's nondiscrimination law.

17.3 Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor with the State, termination of the contract, or withholding of payment.

18.0 PATENT INFRINGEMENT: The contractor selling to the Agency the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe on any United States patent. The

contractor covenants that it will at its own expense defend every suit which shall be brought against the Agency (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

19.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the Agency must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, the Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

20.0 WARRANTY: Unless otherwise specifically stated by the bidder/proposer, the following warranty applies:

20.1 Equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for ninety (90) days from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

20.2 Workmanship and product require a warranty of at least one year.

21.0 INSURANCE RESPONSIBILITY: The contractor performing services for the Agency shall:

21.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

21.2 Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including product liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

21.3 The Agency reserves the right to require higher or lower limits where warranted.

21.4 A liability pollution occurrence rider is required for all weatherization work

provided under this bid. Limits are \$500,000 per occurrence; \$500,000 aggregate for the policy term; and \$2,500 deductible per occurrence, unless otherwise specified by Agency.

22.0 CANCELLATION & TERMINATION: The Agency reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

22.1 In addition to conditions described in the Request for Bid, Section 1, the Agency reserves the right to terminate the resulting contract/agreement, for reasons of **breach of contract**, by giving written notice to Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. Contractor shall, in the event of such termination, be entitled to receive compensation for any work accepted hereunder in accordance with the Agency's order(s). Contractor shall also be compensated for partially completed work in the event of such termination. The compensation for such partially completed work shall be no more than the percentage of completion of each work effort, as determined in the sole discretion of the Agency, times the corresponding payment for completion of such work as set forth in the Agency's order(s).

22.2 Upon cancellation, termination or other expiration of the resulting contract/agreement, each party shall forthwith return to the other all papers, materials, and other properties of the other held by each for purposes of execution of the contract/agreement. In addition, each party will assist the other party in the orderly termination of this contract/agreement and the transfer of all aspects hereof, tangible or intangible, as may be necessary for the orderly, nondisruptive business continuation of each party.

23.0 PUBLIC RECORDS ACCESS: Due to the use of State funds, it is the intention of the Agency to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance

of the notice of intent to award or the award of the contract.

24.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

24.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed, as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the Agency.

24.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

25.0 DISCLOSURE: If an Agency official, a member of an Agency official's immediate family, or any organization in which a Agency official or a member of the Agency official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the Agency unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

26.0 RECYCLED MATERIALS: The Agency is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are

encouraged to bid products with recycled content which meet specifications.

27.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

28.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of the Agency or State of Wisconsin, any of its departments, or other sub-units, or any Agency or State of Wisconsin official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the Agency and the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the Agency or the State of Wisconsin.

29.0 HOLD HARMLESS: The contractor will indemnify and save harmless the Agency and the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

30.0 FOREIGN CORPORATION: A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 266-3590.

Appendix C - SUPPLEMENTAL TERMS AND CONDITIONS (rev. 04-28-05)

1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT: The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.

2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

2.1 The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;

2.2 Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and

2.3 No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.

2.4 Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)

He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1

through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.

3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:

3.1 Prior to award of any contract, a potential contractor shall certify in writing to the Agency that no relationship exists between the potential contractor and the procuring or contracting Agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a Agency contract. The Agency, with approval from the State of Wisconsin, may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the Agency.

3.2 Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting Agency or has interests that are adverse to the contracting Agency. The Agency, with approval from the State of Wisconsin, may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the Agency.

4.0 EMPLOYMENT: The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing Agency of such person or persons and of the contracting Agency.

5.0 RECORDKEEPING AND RECORD RETENTION: The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, Agency and local ordinances.

The Agency and the state shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor (and any subcontractors) will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

Note that if any litigation, claim or audit is started at the Agency before the expiration date of the 3-year period, the contractor shall be notified by the Agency and shall retain records until all litigation, claims or audit findings involving records have been resolved and final action taken.

6.0 INDEPENDENT CAPACITY OF CONTRACTOR: The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the Agency. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the Agency.

7.0 LEAD SAFE WEATHERIZATION (LSW) TRAINING: A requirement for LSW training may apply to contractors and their subs in applicable situations. When surfaces are disturbed that may have lead-based paint, weatherization workers/contractors must exercise caution to keep any dust that is generated from becoming a hazard to the clients, to them-selves or to their families. They do this (safe-guarding people from lead-based paint hazards) through a set of safe work protocols referred to as Lead Safe Weatherization (LSW).

7.1 LSW should be performed when:

The dwelling was constructed pre-1978, and

The dwelling has not been determined to be lead-based paint free, and

Either, the amount of disturbed lead-based painted surface exceeds two square feet per room of interior surface, twenty square feet of exterior surface, or 10 percent of a small component type, e.g., window; or the amount of lead-based paint dust that will be generated

by the Weatherization work exceeds the OSHA-defined airborne levels for lead.

7.2 The selected bidder warrants that their staff assigned to perform any work onsite under this RFB will within 90 days of acceptance provide evidence that they have successfully completed a State of Wisconsin-sanctioned Lead Safe Work Practices training.

8.0 NON-PERFORMANCE BY CONTRACTOR: If the contractors and/or subcontractors do not fulfill obligations of this contract, they may be removed from the bidder's list for a period of 2 to 5 years.

9.0 BRAND NAME OR EQUAL:

9.1 The bidder must list brand names and stock numbers for all exchanges. Substitutions are expected to be equal to or exceed the quality of specified items. The Agency has the right to reject any or all substitutions that do not meet minimum material standards.

9.2 If items called for by this RFB have been identified in the Schedule by a "brand name or equal" description, such identification intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products including products of the brand name manufacturer other than the one described by brand name will be considered for award if such products are clearly identified in the bids, and are determined by the Agency to meet fully the salient characteristic requirements referenced in the Invitation for Bid.

9.3 Unless the bidder clearly indicates in his/her bid that he/she is offering an "equal" product, the bid shall be considered as offering a brand name product referenced in the Invitation for Bid.

9.4 If the Bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bid, he/she shall:

- Include in his/her bid a clear description of such proposed modifications.
- Clearly mark any descriptive material to show the proposed modifications.

9.5 Modifications proposed after bid opening to make a product conform to a brand name product referenced in the RFB will not be considered.

10.0 ONLY RECOURSE FOR PAYMENT IS

WEATHERIZATION AGENCY: By agreeing to perform weatherization work the Vendor agrees to the following terms and agrees to pass along the following requirements to their suppliers and any subcontractors:

- 10.1** The Vendor agrees that they will not, under any circumstances, seek payment from the owner or occupant of the premises improved.
- 10.2** The Vendor shall not file, suffer or permit any lien or other encumbrance of record as a claim against any site of a weatherization project in recognition that the only recourse for payment is from the weatherization agency.
- 10.3** Signed lien waivers for each individual work location/property are required (when the property to receive the improvement is identified) from all parties providing any labor and materials, including the Vendor. The Vendor agrees to inform any party supplying labor and/or material to an identified property, prior to engaging such parties in providing weatherization services, that lien waivers are required in order for the Vendor to invoice the weatherization agency for the job.
- 10.4** Any lien notice action by a Vendor, and/or any of their subcontractors and/or material suppliers, against a property owner will be considered non-performance by the terms and conditions of this contract, and the Vendor will be removed from the statewide weatherization agency bidder's list for a period of 2 to 5 years, as will any subcontractors and suppliers that take such action.

11.0 PAYMENTS OWED BY VENDOR:

By engaging in a contract with the weatherization agency, the Vendor agrees that if they do not pay for materials and labor taking place through this weatherization contract, the weatherization agency has the option to use payments owed to the Vendor to pay such subcontractors and suppliers.

